

# U N I O N   B A N K

Headquarters Banking Office

RECORDATION NO. 0500 Filed & Recorded 445 South Figueroa Street, Post Office Box 3100, Los Angeles, California 90051  
Telephone (213) 687-6877

NOV 5 1976 - 1 32 PM  
November 2, 1976  
INTERSTATE COMMERCE COMMISSION 6-310A069

Interstate Commerce Commission  
12th and Constitution Avenue N.W.  
Room 1227  
Washington D.C.

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed please find three copies of Union Bank Lease Number 08542, dated October 1, 1976 between Union Bank, as Lessor and Leonard Andrews, as Lessee, along with our check number 269509, dated November 2, 1976 in the amount \$50.00 to cover the filing fee.

The above lease consists of twenty (20) 100 ton roller bearing DOT 105-A-300-W, 33,600 gallon non-coiled/insulated tank cars, lettered AGLX, serial numbers 1111 through 1130.

Please return one copy of the enclosed lease after it has been stamped with the recordation number.

Thank you in advance for your cooperation and if you have any questions regarding this information, please feel free to contact me at (213) 687-5311.

Sincerely,

*Sandra Weismann*  
Sandra Weismann  
Operations Officer  
Leasing Division

SSW:cg  
Enclosures (4)

RECEIVED  
Nov 5 1 13 PM '76  
I.C.C.  
FEE OPERATION BR.

NOV 5 1976  
50-  
ICC Washington, D. C.

# U N I O N   B A N K

## Headquarters Banking Office

445 South Figueroa Street, Post Office Box 3100, Los Angeles, California 90051  
Telephone (213) 687-6877

November 3, 1976

RECORDATION NO. 0500 Filed & Recorded

NOV 5 1976 - 1 22 PM

Interstate Commerce Commission  
12th and Constitution Ave. N. W. INTERSTATE COMMERCE COMMISSION  
Room 1227  
Washington, D. C.

Attention: Ms. Mildred Lee  
Re: Leonard Andrews, lessee  
805 North Harbor Boulevard  
Fullerton, California 92632

Dear Ms. Lee:

In my letter dated November 2, 1976, I enclosed three copies of a lease between Union Bank as Lessor and Leonard Andrews as Lessee, number 08542. However, I inadvertently did not include the three copies of the ten (10) schedules which should be attached to each lease.

I regret the mix-up and hope this does not delay the filing of the above lease.

Please return one copy of each schedule, along with the copy of the lease, after it has been stamped with the recordation number.

Thank you in advance for your assistance and cooperation. If you have any questions, please feel free to contact me at (213) 687-5311.

Sincerely,

*Sandra Weismann*

Sandra Weismann  
Operations Officer

SSW/ejq  
enc.

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/5/76

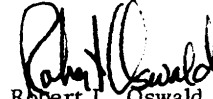
OFFICE OF THE SECRETARY

Union Bank  
445 S. Figueroa St.  
Los Angeles, Calif. 90051

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/5/76 at 1:20pm , and assigned recordation number(s) 8558

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)



# LEASE

0508

RECORDATION NO. 0508

Lease Number 0508

NOV 5 1976 - 1 22 PM

Date October 1, 1976

UNION BANK, a California banking corporation ("Lessor"), with the following mailing address, 445 S. Figueroa St. Los Angeles, Calif. 90071 Attention: Leasing Division, and LEONARD ANDERSON an individual corporation ("Lessee"), with the following mailing address, 605 North Harbor Blvd. Fullerton, California 92632 agree as follows:

**1. Equipment Leased.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, all machinery, equipment and other property of Lessor, (all of which, together with any replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto, is herein individually and collectively referred to as "the Equipment"), described and referred to in any Lease Order(s) and/or Schedule(s) now or hereinafter executed by Lessor and Lessee.

Lessor and Lessee agree that any additions and/or modifications incorporated and/or affixed to the Equipment subsequent to its acceptance and not included in "the Equipment" as defined above may be removed at Lessee's own expense, provided that Lessee repairs or causes to be repaired or reimburses Lessor in full for the cost of repairing any and all damage caused by or resulting from the act of removing such additions and/or modifications to the Equipment.

**2. Term and Rental.** The Lease term, aggregate rental and rental payments are specified in Lease Order(s) and/or Lease Schedule(s). (In case of conflict between a Lease Order and Lease Schedule covering the same Equipment, the provisions of the Lease Schedule will prevail.) The term for each item of Equipment leased shall commence as provided for in the Lease Order and/or Lease Schedule describing said Equipment, unless Lessee gives notice as provided in Section 7 below.

All rents shall be paid at the office of the Lessor shown above or as otherwise directed by Lessor, without notice or demand, and without abatement, set-off or deduction of any amount whatsoever.

**3. Security Deposit.** When Lessee executes each Lease Schedule, Lessee shall deposit with Lessor the amount specified therein as security for the performance by Lessee of its obligations hereunder. Any such deposit may be applied by Lessor, at its option, to any obligation of Lessee then due or past due hereunder. Such application of the deposit by Lessor shall not excuse or prevent any default, and upon Lessor's demand, Lessee shall restore the deposit to the amount specified in the applicable Lease Schedule. Upon termination of the term or any extension thereof as provided in the applicable Lease Schedule and after the return of the Equipment to Lessor, Lessor shall refund to Lessee the unused portion of the deposit, provided that Lessee is not then in default under the terms of any Lease Schedule. Lessor may commingle security deposits with its other assets.

**4. Ownership.** Title to the Equipment shall at all times remain in Lessor. Lessee agrees to keep each item of the Equipment at all times free and clear from all claims, levies, liens and process and, at its own expense, shall protect and defend the title of Lessor. Lessee will execute any other documents deemed necessary by Lessor to enable Lessor to file, register or record this Lease or any other document deemed desirable by Lessor to protect Lessor's title to the Equipment, and Lessee agrees to pay the cost, charges and expenses incident thereto. The execution and/or filing of any such document shall not alter the parties' respective interests in and rights to the Equipment.

The Equipment is and shall remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed to or attached to real property or any building thereon.

Lessee represents that the Equipment shall be located at in interstate commerce.

STATE (the Premises). Lessee represents that the Premises are (leased) (owned) by STATE and that prior written consent of the landlord is required in connection with the installation of the Equipment. Lessor may also require Lessee, at Lessee's expense, to affix and keep affixed in a prominent place on the Equipment, labels, plates or other markings stating that the Equipment is owned by Lessor.

**5. Insurance.** Lessee shall at its expense, maintain at all times from the time of delivery of the Equipment to Lessee, Comprehensive General liability insurance, property damage insurance, and all risk coverage insurance which shall include the perils of fire, extended coverage and theft in insurance companies which hold a Best Insurance Guide Rating of A + 5 - A or better. Lessor shall be named as an additional named insured on the public liability coverage and shall be shown as a loss payee on the property damage and all risk policies by the use of a loss payee endorsement form 438BFU and providing for 30 days written notice to Lessor before any policy shall be materially changed or cancelled.

Satisfactory evidence of the above insurance coverage shall be given to the Lessor on or before the time the lease schedule(s) is signed. Failure to do so shall allow the Lessor at its option to make arrangements to provide the required coverage under its own insurance program and the Lessee shall pay to Lessor forthwith the cost of securing the required coverage as additional rent. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execution or endorsement of all documents, checks or drafts for loss or damage or returned premiums of insurance coverage.

**6. Lessor's Inspection.** Lessor shall have the right at any time during reasonable business hours to enter upon the Lessee's premises or elsewhere to inspect the Equipment or observe its use.

**7. Lessee's Inspection.** Lessee shall inspect the Equipment within three (3) business days after delivery thereof to Lessee. Unless within said period the Lessee gives written notice to Lessor specifying any defects in or other reasonable objections to the Equipment, it shall be conclusively presumed that Lessee has fully accepted the Equipment, that it is in full compliance with the terms of the Lease and that it is in good condition and repair.

**8. Option to Purchase.** If the applicable Lease Schedule so provides, and if Lessee is not in default of any of the provisions hereunder, Lessee may purchase the Equipment on the terms and conditions provided in the Lease Schedule.

**9. Assignment.** This Lease and all rights of Lessor hereunder may be assigned by Lessor without Lessee's consent. Lessee shall not assign this Lease, or its interests hereunder, or grant a security interest herein, or enter into any sublease or lend the Equipment without the prior written consent of Lessor.

**10. Maintenance, Use, Compliance with Laws.** Lessee shall make at its own cost and expense all repairs and replacements required to maintain the Equipment in a careful manner in conformity with all governmental laws, ordinances, regulations, requirements and rules.

11. **Financial Statements.** Lessee shall furnish to Lessor within one hundred twenty (120) days after the close of each fiscal year of Lessee, a Balance Sheet and Income and Expense Statement as of the end of such year, along with such other information respecting the financial condition and operations of Lessee as Lessor may from time to time request.

12. **Warranties, Defects, Shipping Charges.** The vendor, method of shipment, make, model, specifications, performance and all other matters relating to the ordering, delivery, operation and performance of each item of the Equipment have been selected and determined by Lessee and Lessee agrees: (a) Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment, including but not limited to its condition, merchantability or fitness for any particular purpose; (b) To pay Lessor on demand any amounts paid by or due from Lessor for the purchase of any item of the Equipment rejected by Lessee under Paragraph 7 of the Lease and to indemnify and save Lessor harmless from any and all liability to the vendor thereof, providing that Lessor subrogates to Lessee any rights Lessor may have against the vendor thereof; (c) To pay all shipping charges and other expenses incurred in connection with the shipment of the Equipment by vendor to Lessee unless provision has been made for said charges and expenses in calculating the total rental payments; (d) Lessor shall not be liable for, and Lessee will be liable for loss or damage occasioned by any cause, circumstance or event of whatsoever nature, arising out of the manufacturing, delivery, operation or performance of any of the Equipment. Lessor agrees, so long as Lessee is not in default of payment or performance of any obligation to Lessor, to assign to Lessee all of its rights to any warranty, express or implied, with respect to the Equipment and Lessee agrees that Lessor shall have no duty to enforce any such warranty. All claim or action on any warranty so assigned will be made or prosecuted by Lessee at its sole expense.

13. **Loss, Damage or Interruption of Use.** Loss of, or damage to the Equipment, or interruption of Lessee's use or peaceable enjoyment of the Equipment shall not impair any obligation of Lessee under this Lease, except where occasioned by the willful or negligent act or omission of Lessor.

14. **Taxes.** Lessee agrees to pay, and to hold Lessor harmless from, all licenses and registration fees and all taxes (including sales and use taxes and added value taxes), levies, imports, duties, charges or withholdings of any nature whatsoever (together with any penalties, fines or interest thereon) imposed upon Lessor or the equipment by any federal, state or local government or taxing authority in the United States, upon or with respect to the Equipment or upon the purchase, ownership, delivery, leasing, possession, use, operation return or other disposition thereof, or upon the rentals received or rentals arising therefrom, or upon or with respect to this Lease; provided, however, that the foregoing indemnity shall not apply to any of the following (or to penalties, fines or interest thereon):

(a) Federal income tax (including minimum tax for tax preference) or other taxes, fees or charges, imposed by the United States of America, on or based on or measured in whole or in part by the net income of Lessor other than taxes, fees or other charges imposed with respect to receipt of any indemnification payment pursuant to this Section 14.

(b) Federal income or other taxes, fees or other charges imposed by the United States of America on or based on or measured by revenue, receipts or income of Lessor imposed in whole or in part in lieu of or as a substitute or alternative for any tax described in (a) above;

(c) State and local taxes, other than taxes imposed with respect to receipt of any indemnification payments made pursuant to this Section 14 imposed on Lessor, which taxes are franchise taxes or taxes on engaging in business activities, employing capital, doing business or the privilege of doing business (whether or not imposed on or based on or measured by net income) or revenue, receipts or income taxes, or a tax imposed in whole or in part in lieu of or as a substitute or alternative for a tax on or based on or measured by revenue, receipts or income, but only to the extent that such state and local taxes either (x) are imposed by the State of California or any political subdivision thereof, the jurisdiction in which the principal office of Lessor is located, or any other jurisdiction in which Lessor is subject to taxes as a result of business, transactions or facts unrelated to this Lease or (y) if imposed by jurisdictions other than those described in (x), result in the reduction of Lessor's liability for such taxes in any of the jurisdictions described in (x).

15. **Indemnity.** Except as otherwise provided for herein, Lessee shall indemnify and hold Lessor harmless from any and all liability, claims, loss or expense arising out of the selection, ownership, possession, leasing, operation, control, use, maintenance, delivery and return of the Equipment to Lessee's employees, agents or other persons.

16. **Surrender.** Upon the termination of this Lease, Lessee shall, at its own cost and expense, return the Equipment unencumbered to Lessor at the local address specified by Lessor in the same condition as received, reasonable wear and tear excepted.

17. **Default.** Time is of the essence of this agreement. In the event of a default in the payment of any sums due hereunder, or in the performance of any other covenant herein and if Lessee fails to cure said default within three (3) days after written notice from Lessor; or if Lessee becomes insolvent, or ceases to do business as a going concern; or makes an assignment for the benefit of creditors or any proceeding or petition under the Bankruptcy Act as amended is filed by or against Lessee, (including a proceeding for reorganization, arrangement or extension); then in any such event, Lessor, at its sole option, shall have the right to exercise concurrently or separately any one or more of the following remedies: (a) With or without notice or demand and with or without legal process enter into the premises where any and all items of the Equipment may be located and take possession of and remove same. Any such taking of possession shall not constitute a termination of this Lease as to any or all items of the Equipment unless Lessor expressly notifies Lessee in writing to that effect; (b) Terminate this Lease as to any or all items of the Equipment and Lessor shall thereupon be entitled to recover from Lessee the excess, if any, of the amount of rent and charges reserved in the Lease for the balance of the stated term, over the then reasonable rental value of the Equipment for the same period; (c) Sell any or all items of the Equipment at public or private sale and/or release any or all items of the Equipment for a term and rental which may be equal to, greater than or less than the rental and term herein provided. In the event of such sale or such release for a term equal to or greater than the balance of the term herein provided there shall be immediately due Lessor from Lessee the aggregate of the rental payments remaining unpaid together with all expenses of retaking, repairing, holding, transporting, selling and reletting and reasonable attorneys' fees, less the purchase price received at any such sale or the total rentals to be received from any such release; (d) To release said Equipment at such lease payments and terms as may be arranged by Lessor, Lessee remaining liable for the difference in lease payments due herein; and/or (e) Pursue any other remedy available to Lessor at law or in equity.

18. **Collection Charges.** Should Lessee fail to pay when due any part of the rent herein or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a delinquency charge in an amount of \$5.00 plus one percent (1%) of each delinquent payment for each month for which the obligation is delinquent.

19. **Performance of Obligations of Lessee by Lessor.** In the event that Lessee shall fail duly and promptly to perform any of its obligations under this Lease, Lessor may, at its option, immediately or at any time thereafter perform the same for the account of Lessee without thereby waiving such default, and any amount paid for expenses or liability incurred by Lessor in such performance, together with interest thereon at the rate of eighteen percent (18%) per annum, shall be payable by Lessee upon demand as additional rent for the Equipment.

20. **Notices, Remedies, Waivers, Successors.** All notices relating hereto shall be delivered in person to an officer of Lessor or Lessee or shall be mailed by certified mail to Lessor or Lessee at its respective address shown above or at any later address last known to the sender. Notice shall be deemed to have been given when deposited in the United States mails, properly addressed as aforesaid with postage prepaid. All remedies of Lessor hereunder are cumulative and not alternative. A waiver of one default shall not be a waiver of any other default. No delay or omission to assert a right shall constitute a waiver of that right. This Lease shall be binding upon Lessor and Lessee and Lessee's heirs, executors, administrators, successors, and assigns and shall inure to the benefit of the successors and assigns of Lessor.

21. **Entire Agreement.** This Lease contains the entire agreement between the parties and may not be changed, modified, terminated or discharged except in writing.

22. **Governing Laws.** This Lease shall be deemed to have been made in California and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of California, regardless of the location of the Equipment.

23. **Conflict of Applicable Law.** If any provision of this Lease is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof.

Executed at X Orange County on Oct. 3, 19 76

LEONARD ARBENZ

UNION BANK, Lessor

By [Signature]  
TITLE VICE PRESIDENT

By [Signature]  
TITLE OPERATIONS CO. TOLER

Lessee

By X [Signature]  
TITLE

By [Signature]  
TITLE

LEASE SCHEDULE

LEASE NUMBER 08542 SCHEDULE NUMBER 10 DATE October 13, 1976

UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on November 5, 1976 and terminating on November 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on November 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 13 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1129, 1130

\$82,400.00

UNION BANK, LESSOR

By David Norton

Title: VICE PRESIDENT

By J. J. Curran

Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By Leonard Andrews

Title:

By \_\_\_\_\_

Title:

LEASE SCHEDULE

LEASE NUMBER 08542 SCHEDULE NUMBER 9 DATE October 13, 1976

UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on November 5, 1976 and terminating on November 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on November 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:



A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 13 OCT 76, 1976.

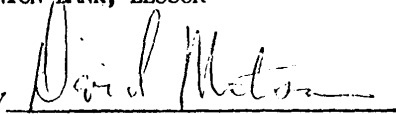
2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1127, 1128

\$82,400.00

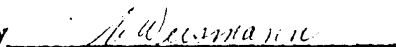
UNION BANK, LESSOR

By



Title: VICE PRESIDENT

By



Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By



Title:

By



Title:

LEASE SCHEDULE

LEASE NUMBER 08542 SCHEDULE NUMBER 8 DATE October 13, 1976  
UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

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6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 13 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1125, 1126 \$82,400.00

UNION BANK, LESSOR

By David M. [Signature]

Title: VICE PRESIDENT

By [Signature]

Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By [Signature]

Title:

By \_\_\_\_\_

Title:

LEASE SCHEDULE

LEASE NUMBER 08542 SCHEDULE NUMBER 7 DATE October 13, 1976  
UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on November 5, 1976 and terminating on November 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on November 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 13 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1123, 1124

\$82,400.00

UNION BANK, LESSOR

By [Signature]

Title: VICE PRESIDENT

By [Signature]

Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By [Signature]

Title:

By \_\_\_\_\_

Title:

LEASE SCHEDULE

LEASE NUMBER 08542

SCHEDULE NUMBER 6

DATE October 13, 1976

UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on November 5, 1976 and terminating on November 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on November 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 13 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1121, 1122 \$82,400.00

UNION BANK, LESSOR

By [Signature]

Title: VICE PRESIDENT

By [Signature]

Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By [Signature]

Title:

By \_\_\_\_\_

Title:

LEASE SCHEDULE

LEASE NUMBER 08542

SCHEDULE NUMBER 5

DATE October 1, 1976

UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on October 5, 1976 and terminating on October 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20 ) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on October 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:



A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 1 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1119, 1120

\$82,400.00

UNION BANK, LESSOR

By [Signature]  
Title: VICE PRESIDENT

LEONARD ANDREWS, LESSEE

By [Signature]  
Title:

By [Signature]  
Title: OPERATIONS OFFICER

By \_\_\_\_\_  
Title:

LEASE SCHEDULE

LEASE NUMBER 08542

SCHEDULE NUMBER 4

DATE October 1, 1976

UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on October 5, 1976 and terminating on October 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20 ) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on October 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 1 OCT, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1117, 1118

\$82,400.00

UNION BANK, LESSOR

By [Signature]

Title: VICE PRESIDENT

By [Signature]

Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By [Signature]

Title:

By \_\_\_\_\_

Title:

LEASE SCHEDULE

LEASE NUMBER 08542

SCHEDULE NUMBER 5

DATE October 1, 1976

UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on October 5, 1976 and terminating on October 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20 ) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on October 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 1 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1115, 1116

\$82,400.00

UNION BANK, LESSOR

By [Signature]

Title: VICE PRESIDENT

By [Signature]

Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By [Signature]

Title:

By \_\_\_\_\_

Title:

LEASE SCHEDULE

LEASE NUMBER 08542 SCHEDULE NUMBER 2 DATE October 1, 1976  
UNION BANK ("LESSOR") and LEONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on October 5, 1976 and terminating on October 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20 ) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on October 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:

A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 1 OCT 1976, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1113, 1114

\$82,400.00

UNION BANK, LESSOR

By

Title: VICE PRESIDENT

By

**Title:** OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By

Title:

By

Title:

LEASE SCHEDULE

LEASE NUMBER 08542 SCHEDULE NUMBER 1 DATE October 1, 1976

UNION BANK ("LESSOR") and LIONARD ANDREWS, ("LESSEE") agree as follows:

1. LEASE SCHEDULE. This Lease Schedule is in connection with and made a part of that certain Lease dated October 1, 1976 between LESSOR and LESSEE. All of the terms and conditions of the said Lease are reconfirmed and made a part hereof.

2. LOCATION. The Equipment shall be located in interstate commerce and Lessee is to provide annual information on the proportion of use in the state of California for personal property tax purposes.

3. INSURANCE. LESSEE shall, at its expense, maintain at all times from the time of delivery of the Equipment to LESSEE insurance as provided in Section 5 of the above referenced Lease. The limits of such insurance shall be as follows: Comprehensive General liability insurance with coverage in no event less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit, and property damage and all-risk coverage insurance with coverage in no event less than EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$82,400.00 ).

4. TERM. The term of this Lease Schedule, with respect to each item of Equipment listed herein, is for a term of EIGHTY-FOUR (84) months commencing on October 5, 1976 and terminating on October 4, 1983.

5. RENTAL PAYMENTS. Lessee shall pay Lessor the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$113,347.20 ) as rent, payable as follows: one payment in the amount of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$2,400.00 ) upon execution of this Lease Schedule and eighty four (84) payments of ONE THOUSAND THREE HUNDRED TWENTY AND 80/100 DOLLARS (\$1,320.80 ) each month due in advance on the fifth day of each month commencing on October 5, 1976 and continuing for each subsequent month until paid in full.

6. LESSEE'S OPTIONS UPON EXPIRATION OF LEASE TERM. In lieu of surrendering the equipment described herein, and providing LESSEE is not in default of the Lease, this or any other Lease Schedule, LESSEE may elect, by providing LESSOR with thirty (30) days written notice prior to the expiration of this Lease term:



A. To purchase all but not less than all of the Equipment described in this Lease Schedule at a purchase price equal to the Fair Market Value of said Equipment or FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), whichever is less, upon expiration of the Lease Schedule term; or

B. To renew the Lease Schedule for all but not less than all of the Equipment described in this Lease Schedule at its Fair Market Rental Value for one year periods of time with the rental payable annually in advance.

C. Notwithstanding the exercise by LESSEE of any of the foregoing options, LESSOR, may at its option elect to sell all but not less than all of said Equipment to LESSEE and LESSEE shall purchase said Equipment from LESSOR upon expiration of the initial Lease Schedule term at a purchase price equal to FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) forthwith on such sale.

7. EQUIPMENT LEASED. Lessee acknowledges receipt of the following Equipment on 1 OCT 76, 1976.

2 100 Ton Roller Bearing DOT 105-A-300-W 33,600 Gallon  
Non-Coiled/Insulated Tank Cars, Lettered - AGLX

Serial Numbers: 1111, 1112

\$82,400.00

UNION BANK, LESSOR

By [Signature]  
Title: VICE PRESIDENT

By [Signature]  
Title: OPERATIONS OFFICER

LEONARD ANDREWS, LESSEE

By [Signature]  
Title:

By \_\_\_\_\_  
Title: